

1 WILDE & ASSOCIATES
2 Gregory L. Wilde, Esq.
3 Nevada Bar No. 004417
4 208 South Jones Boulevard
5 Las Vegas, Nevada 89107
6 Telephone: 702 258-8200
7 bk@wildelaw.com
8 Fax: 702 258-8787

Electronically Filed on _____

6 and

7 MARK S. BOSCO, ESQ.
8 Arizona Bar No. 010167
9 TIFFANY & BOSCO, P.A.
10 2525 East Camelback Road, Suite 300
11 Phoenix, Arizona 85016
12 Telephone: (602) 255-6000

11 US Bank NA
12 09-75261

13 **UNITED STATES BANKRUPTCY COURT**
14 **DISTRICT OF NEVADA**

16 In Re:

BK-S-09-18736-MKN

17 Richard Osorio and Veronica I. Osorio

Date: 8/26/09
Time: 1:30pm

18
19 Debtors.

Chapter 7

20
21 **MOTION FOR RELIEF FROM AUTOMATIC STAY**

22 US Bank NA, Secured Creditor herein, ("Secured Creditor" or "Movant" hereinafter), alleges as
23 follows:

24 1. That on or about May 26, 2009, the above named Debtors filed their current Chapter 7
25 Petition in Bankruptcy with the Court.

26 2. Secured Creditor is the current payee of a promissory note dated May 2, 2005 in the
principal sum of ("Promissory Note" herein), secured by a Real Property Trust Deed of same date

1 (“Trust Deed” herein) upon property generally described as 6857 N. Chieftain St., Las Vegas, NV
 2 89149, and legally described as follows:

3 Lot 19, in Block 1 of ASTORIA AT TOWN CENTER-SOUTH, as shown by Map thereof on
 4 File in Book 115 of Plats, Page 58, in the Office of the County Recorder of Clark County,
 5 Nevada, and Amended by Certificate of Amendment Recorded May 19, 2004 of Official
 Records as Document No. 03225

6 (“subject property” herein).

7 3. Secured Creditor is informed and believes, and, based upon such information and belief,
 8 alleges that title to the subject property is currently vested in the name of Debtor.

9 4. With respect to secured Creditor’s trust deed the following is due and owing:

10 Unpaid Principal Balance	\$214,677.20
11 3 Monthly Payments at \$1,005.71 (September 1, 2008-November 1, 2008)	\$ 3,017.13
12 8 Monthly Payments at \$1,021.91 (December 1, 2008-July 1, 2009)	\$ 8,175.28
13 Accrued Late Charges	\$ 195.65
14 Net Other Fees	\$ 100.00
15 Corporate Advance	\$ 586.00
Foreclosure Fees and Costs	\$ 2,357.44
Motion Filing Fee	\$ 150.00
16 Attorneys Fees	<u>\$ 750.00</u>
17 Total Arrearages	\$15,331.50

18 Furthermore, a payment becomes due on August 1, 2009 and on the first (1st) day of every month
 19 thereafter, and a late charge becomes due on any payment not paid within fifteen (15) days from the
 20 date the monthly payment is due.

21 5. Movant is informed and believes and therefore alleges that the Debtor and bankruptcy
 22 estate have insufficient equity in the property. The fair market value of the property pursuant to
 23 www.Zillow.com is \$228,000.00, less ten percent (10%) cost of marketing, less the first secured lien
 24 resulting in insufficient equity. Therefore, the secured creditor is not adequately protected. A true and
 25 correct copy of the www.Zillow.com is attached hereto as Exhibit “A”.
 26

1 6. Secured Creditor has elected to initiate foreclosure proceedings on the Property with
2 respect to the subject Trust Deed; however Secured Creditor is precluded from proceeding to publish
3 the necessary notices and commence said foreclosure action during the pendency of this Bankruptcy.

4 7. Secured Creditor has incurred to date attorney's fees of approximately \$750.00.

5 8. Secured Creditor urges that this Court issue an Order herein permitting this Secured
6 Creditor to proceed to a Foreclosure Sale of the Property, including necessary action to obtain
7 possession of the Property.

8 9. Secured Creditor's Information Sheet as to the extent of liens and encumbrances against
9 the subject property is attached hereto as Exhibit "B" and incorporated herein by reference. Secured
10 Creditor will seek leave of Court to specify any further encumbrances against the subject property at
11 the time of hearing.

12 10. James F. Lisowski, Sr. has been appointed by this Court the Chapter 7 Trustee in this
13 instant Bankruptcy proceeding. By virtue of the position as Trustee of the estate of Debtor herein,
14 Debtor holds title to the subject property in that capacity. To the extent the relief sought herein is
15 granted, Respondent, James F. Lisowski, Sr., Trustee, is bound by such judgment.

16 11. This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section
17 362(d).

18 WHEREFORE, Secured Creditor prays judgment as follows:

19 (1) For an order granting relief from the Automatic Stay, and permitting this Secured
20 Creditor to move ahead with foreclosure proceedings under this Secured Creditor's Trust Deed and to
21 sell the subject property at a Foreclosure Sale under the terms of said Trust Deed, including necessary
22 action to obtain possession of the Property.

23 (2) That a finding that Rule 4001(a)(3) of the Rules of Federal Bankruptcy Procedure is not
24 applicable and Secured Creditor may immediately enforce and implement the order granting relief from
25 the automatic stay.
26

1 (3) In the alternative, an Order requiring the Debtor to reinstate and maintain all obligations
2 due under all of the trust deeds encumbering the subject property and further allowing Secured Creditor
3 with the remedies to proceed with foreclosure should the Debtor not maintain payments.

4 (4) For attorneys' fees and costs of suit incurred herein.

5 (5) For such other and further relief as this Court deems appropriate.

6 DATED 7/29/09.

7 **WILDE & ASSOCIATES**

8
9 By  #10745

GREGORY L. WILDE, ESQ.

Attorney for Secured Creditor
208 South Jones Boulevard
Las Vegas, Nevada 89107



National Default Servicing Corporation

2525 E. Camelback Road, Suite 200

Phoenix, Arizona 85016

Phone (602) 264-6101

Fax (602) 264-6209

July 22, 2009

Tiffany and Bosco
2525 E. Camelback Road, 3rd Floor
Camelback Esplanade II
Phoenix, AZ 85016-4237

RE: NDSC No. : 09-91571-US-NV
Loan No. : 6800014174
Inv./Agency : Conv Fix Ins.
Borrower : OSORIO
Prop. Address : 6857 N CHIEFTAIN ST
LAS VEGAS, NV 89149

Dear Tiffany and Bosco,

National Default Servicing Corporation hereby requests your firm to initiate the appropriate bankruptcy action for the above referenced file on behalf of our client, U.S. Bank Home Mortgage. All pleadings should be filed in the name of U.S. Bank, N.A., its Successors and/or Assigns, 4801 Frederica Street, Owensboro, KY 42301 (please contact our office for instructions on FHLMC loans). Therefore, please proceed with the following action as outlined below. You are being retained as local bankruptcy counsel due to your expertise in the handling of these types of matters. We are expecting you to audit and fully analyze each referral to determine the best course of action based upon the facts of the case and the peculiarities of your jurisdiction. After auditing and analyzing this file, if you feel that any additional steps other than those already requested herein should be taken to protect the client's interest, please contact us immediately to discuss those additional steps and to obtain prior written approval to proceed with the same.

<input checked="checked" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Motion for Relief
File an Objection to the Plan
Other

<input type="checkbox"/>
<input type="checkbox"/>

File POC & Plan Review
Attend Creditor's Meeting

Chapter : 7
Case No. : 09-18736
Debtor Attorney : Rodney K. Okano
Meeting of Creditors :
POC Deadline :

Date Filed : 05/26/09
Court : District of Nevada - Las Vegas
Trustee : JAMES F LISOWSKI
Confirm. Hearing :

On all Proof of Claim referrals, please obtain and review the debtor's chapter 13 bankruptcy plan. Please advise this office immediately if an Objection to the Plan is necessary.

09-91571-US-NV
6800014174
OSORIO

If the requested action is a Motion for Relief from Stay, your office has the authority to enter into an Agreed Order under the following parameters:

1. Loan must be less than five (5) months post-petition delinquent,
2. Six (6) month cure of post-petition arrearage with no more than one (1) month notice of default,
3. Regular monthly payments remain current, and
4. As well as any and all other normal and customary terms and conditions used in your jurisdiction to protect the client.

It should be noted that if an amended POC is required per the terms of the Order, please amend the POC and forward a file-stamped copy to our office. If the proposed Order exceeds these terms, you must contact this office for approval.

On ALL FNMA Loans, the lenders must now advise all debtors' counsel that loss mitigation options may be available. Please include this verbiage in any and all correspondence to the borrower and/or their attorney.

We request that you keep this office apprised as to the progress of the case and notify this office immediately (within 24 hours) in the event of a dismissal, discharge, or successful relief action. All correspondence must be directed to NDSC at the above-referenced address. Please submit all invoices via NewInvoice to U. S. Bank Home Mortgage. Please do not call or send documents to U.S. Bank Home Mortgage.

Our office requires that all motions and/or proofs of claim be filed within 30 days of the referral date, and objections/responses are to be filed within 7-10 days from the referral date.

Please acknowledge your receipt and acceptance of this request where indicated below and forward to NDSC within forty-eight (48) hours of receipt. We also ask that you provide a contact name, phone number and e-mail address for the person processing this case within your office.

If you have any questions, please contact me at . Thank you for your assistance with this matter.

Sincerely,

National Default Servicing Corporation


Justin White
Bankruptcy Processor

enclosure

U.S. Bank Home Mortgage
4801 Frederica Street
Owensboro, KY 42301

July 13, 2009

ndsc
attn lisa rogers

Re: Loan Number: 6800014174
Mortgagor: Richard Osorio
Case Number: 09-18736
Chapter Filed: 07
Date Filed: May 26, 2009
Investor: Us Bank Home Mortgage

The above mortgagor is being referred to you to file a Motion for Relief ✓ Proof of Claim . Please add your fees and costs if appropriate.

Also included are the following:

<u>✓</u> Copy of Note	<i>ailmgf</i>	<u>✓</u> Copy of Mortgage
<u>✓</u> Copy of Assignments		<u>✓</u> PAY4 Screen
<u>✓</u> Bankruptcy Notice		<u>✓</u> BNKC Screen
<u> </u> Other		<u>✓</u> Breakdown of Arrears

Additional information is as follows:

Contractual Due Date:	09-01-08
Principal Balance:	214,677.20
Interest Rate:	4.37500
Per Diem:	25.73

The attorney that should attend the 341 Hearing is NAT'L DEFAULT SERVICING

Please send copies of all correspondence to my attention. If questions or delays should arise please call me at 800-449-2051 .

Thank You,

Jennie Stevenson
Bankruptcy Department
Bankruptcy Processor

3270 Explorer

U.S. BANK HOME MORTGAGE -- 515

Loan Number: 6800014174

Borrower Name: OSORIO,RICHARD

P194	COLLECTION INFORMATION		07/10/09
LN 6800014174			
NAME R OSORIO	INV-LN 050-001-6800014174	DUE 09-01-08	TYPE 13-A
BR 52 MAN B P-TYPE 1	INT .0437500	FIRST PB 214,677.20	2ND PB .00
ORIG MTG 214967	LN DATE 05-12-05	TERM 360	MO P&I 782.68
			PAY PER 12
BILL RICHARD OSORIO	TEL B 702-655-5391	702-731-3311	
NAME VERONICA OSORIO	TAX NAME RICHARD	OSORIO	
& 6857 N CHIEFTAIN ST	PROPERTY 7408	DELECTABLE COUR	
ADDR LAS VEGAS	NV 89149	ADDRESS LAS VEGAS	NV 89149
AMOUNTS DUE	ASM 00-00-00	MAT 06-35	XFER DEED - -
DUE DATE 09-01-08	BALANCES	STOPS	
REG PAYMENT 1005.71	SUSPENSE .00	PROCESS H	
MONTHS 11	RES ESC .00	CASHIER 4	TIMES 5
TOT REG PAY 11013.51	HUD BAL .00	DISB 0	
ACCRUED LC 195.65	ESC ADV 1073.46	BD CK 0	
	REP RES .00	PIF 0	
NSF BAL .00	REG ESC .00	FC 0	TRACK S
OTHER FEE 80.00		NOTICE 2	
TOTAL DUE 11289.16		ANALYZE 0	
LC FACTR .05000	MAX LC AMT 9999.99	MAX LC RATE .00000	L/C 8
LC CODE A	MIN LC AMT 1.00	GRACE DAYS	PMT/BD CK TAB 221122121122
REMINDER DAYS	FINAL NOTICE DAYS	DELQ TAB THRU 01-09	000000011111
ACTIVE B/R - ENTER NEXT	TRAN PKXX6800014174	NOT ASSUMABLE	

3270 Explorer

U.S. BANK HOME MORTGAGE -- 515

Loan Number: 6800014174

Borrower Name: OSORIO,RICHARD

PAY4 6800014174 AS-OF 05/26/09 PAYOFF CALCULATION TOTALS 07/10/09 12:27:00
 NAME R OSORIO CONTACT NAME RICHARD OSORIO

		RATE CHANGES	
		INT FROM	AMOUNT
PRINCIPAL BALANCE	214,677.20		
INTEREST 05/26/09	7,687.42	CALC	
PRO RATA MIP/PMI	.00	08/01/08	4.37500
ESCROW ADVANCE	1,073.46	05/26/09	7,687.42
ESCROW BALANCE	.00		
SUSPENSE BALANCE	.00		
HUD BALANCE	.00		
REPLACEMENT RESERVE	.00		
RESTRICTED ESCROW	.00		
TOTAL-FEES	14.00	W 1	
ACCUM LATE CHARGES	195.65		
ACCUM NSF CHARGES	.00		
OTHER FEES DUE	80.00		
PENALTY INTEREST	.00		
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST	7,687.42
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF	224,283.73
RECOVERABLE BALANCE	556.00	NUMBER OF COPIES: 1	PRESS PF1 TO PRINT

MULTIPLE PI CHANGE PERIODS CROSSED - CALCULATIONS ARE SUSPECT

BANKRUPTCY PROOF OF CLAIM

(PRE-PETITION)

07/13/09 12:27:12

BANKRUPTCY CASE NUMBER: 09-18736

CHAPTER: 07

FILING DATE: 05/26/09

LOAN NUMBER: 6800014174 MTGR SSN: 561751073 CO-MTGR SSN: 60629742

9

LOAN TYPE: CONV RES

ATTORNEY: NATIONAL DEFAULT
TITLE SERVICES
FILE NUMBER 50124
LOS ANGELES
90074

CA

COURT: U.S.BANKRUPTCY COURT
OFFICE OF THE CLERK
333 LAS VEGAS BLVD. S.

LAS VEGAS
NV 89101

MORTGAGOR RICHARD OSORIO
VERONICA OSORIO
6857 N CHIEFTAIN ST
LAS VEGAS
89149

NV

TRUSTEE: JAMES F LISOWSKI JR

POB 95695

LAS VEGAS
NV 89193

PROPERTY ADDRESS: 7408

DELECTABLE COUR LAS VEGAS

NV 89149

CLAIMED	ACKNOWLEDGED	CONFIRMED	CLAIM TOTAL	CONFIRMED TOTAL	PRIN BALANCE
07/08/09			.00	.00	214,677.20

PAYMENTS		LATE CHARGES	
DUE DATE THRU	DUE DATE	AMOUNT	TOTAL
PAYMENT TOTALS:		.00	000

FEE TYPE		FEE DESCRIPTION		CLAIMED	CONFIRMED	AMOUNT PAID
FEE TOTALS:		.00	.00	.00		

BK 09-12736-174 BANKRUPTCY RECEIPTS CH 08 INV 050 07/15/09 15:39:26
R OSORIO DUE 09/01/08 PMT 1,005.71 TYPE CONV. RES. ARM MAN B
7408 DELECTABLE COUR LAS VEGAS NV 89149 GROUP B

-DEBT-----* POST-PETITION PAYMENTS *-----PRO EP1-----
RECEIVED PP PMTS EFF DATE 1098 CHECK DATE / NUMBER L/C ADJ CNT REASON
.00 00 MM/DD/YY MM/DD/YY .00 0 -
PMTS PMT AMT L/C PD SUSPENSE NSF PD ESCROW ADTL PRIN OVR
1 1005.71 .00 .00 .00 .00 .00 .00 1

PLAN 1: AMOUNT DUE DATE PLAN 2: AMOUNT DUE DATE
.00 MM/DD/YY .00 MM/DD/YY PMT 1 OF 0

-----* PRESS PF2 FOR ADDITIONAL MESSAGES *-----
POST-PETITION PAST DUE 319 DAYS DIST-TYPE = 1 INTEREST-ONLY LOAN
SUSPENDED FORECLOSURE CH 7
PROC STOP = H SEE BANKRUPTCY LATE CHARGE ACCRUAL STOP = 8

-SUSP-----* POST-PETITION *-----
TRUSTEE SUSP: .00 DUE DATE PAYMENT LATE CHG
09-01-08 1005.71 39.13
DEBTOR SUSP: .00 00 PP-PMTS
POST 1 DUE: PMT
POST 2 DUE: PMT
LATE CHARGES DUE: 195.65 NSF FEES DUE: .00
MSP SUSPENSE: .00 GRACE DAYS: PROCESSOR: STEVENSON, JENNIE

DLQ 11-53900941154 MORT QX DDL L MORTGAGE W 2Y OWNER 1/3 07/16/09 15-39-30
13-A CONV. RES. ARM PER/CLS/OFF B/00/52 AGE: 4Y 2M IR: 4.37500 INV: 050
DUE(11) 11,013.51 DUE 09/01/08(8)(08/12) ASSUM: ACQ:05/25/05
LATE CHRG 195.65 PAYMT @ 1,005.71 P: 7408 DELECTABLE COUR
BAD CK FEES .00 L/C AMT 39.13 LAS VEGAS NV 89149
OTHER FEES 80.00 PAYMT + LC 1,044.84 M:
TOT DUE 11,289.16* PRIN BAL 214,677.20
SUSPENSE .00 P&I 782.68 6857 N CHIEFTAIN ST
NET DUE 11,289.16 DLQ 5 TIME, PAY 7 DAY LAS VEGAS NV 89149
C/S 101 RICHARD OSORIO 702-655-5391
C/D 07/09 VERONICA OSORIO B MTGR WORK 702-731-3311

----- * ADDITIONAL MESSAGES * -----WU: P -----
DIST-TYPE = 1 INTEREST-ONLY LOAN ACTIVE CH 7 BANKRUPTCY
CASHIER STOP 4 SUSPENDED FORECLOSURE

-----MORT----- * MORTGAGOR * -----
MORTGAGOR: RICHARD OSORIO SSN/TIN: 561-75-1073 CII:
CO-MTGR: VERONICA OSORIO SSN/TIN: 606-29-7429 CII:
PHONE: (702)655-5391 (702)731-3311B ASM DATE: 00/00/00
PAY HIST: 221122121122 ACQ DATE: 05/25/05
DELQ TAB: 000000011111 TRNFR DEED DATE: 00/00/00 OCC STATUS: 5
ORIG MTGR: CBR: CODE 4 STAT 84 COMP:

PCH2 6880014174 HPMT 09/01/08 PAYMENT CHANGE MAINTENANCE 07/16/09 13:37:29
R OSORIO 1ST PMT 07/01/05 INV 050/001 TYPE CONV. RES. ARM MAN B
V OSORIO CUR PMT 09/01/08 PB 214,677.20 IR 4.37500 GRP ZBM

-----* HISTORY OF PAYMENTS *-----

PMT DT	09/01/08	12/01/08	07/01/09	12/01/09
IR	4.37500	4.37500	3.37500	3.37500
P&I	782.68	782.68	603.78	603.78
COUNTY	178.60	192.89	192.89	192.89
CITY	0.00	0.00	0.00	0.00
HAZARD	29.25	31.33	31.33	31.33
MI	0.00	0.00	0.00	0.00
LIEN	0.00	0.00	0.00	0.00
OS	15.18	15.01	15.01	0.00
MISC	0.00	0.00	0.00	0.00
BSC	0.00	0.00	0.00	0.00
A&H	0.00	0.00	0.00	0.00
LIFE	0.00	0.00	0.00	0.00
REPL	0.00	0.00	0.00	0.00
HUD	0.00	0.00	0.00	0.00
2 P&I	0.00	0.00	0.00	0.00
NET	1,005.71	1,021.91	843.01	828.00

PAYMNT
CHANGE
REASON

PRINCIPAL BALANCE	214,677.20	-----	RATE CHANGES	-----
INTEREST 08/01/09	9,034.36	INT FROM	RATE	AMOUNT
PRO RATA MIP/PMI	.00	08/01/08	4.37500	7,826.80
ESCROW ADVANCE	2,344.46	06/01/09	3.37500	1,207.56
ESCROW BALANCE	.00	08/01/09		
SUSPENSE BALANCE	.00			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	14.00	W 1		
ACCUM LATE CHARGES	195.65			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	80.00			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00	TOTAL INTEREST		9,034.36
CR LIFE/ORIG FEE RBATE	.00	TOTAL TO PAYOFF		226,931.67
RECOVERABLE BALANCE	586.00	NUMBER OF COPIES: 1	PRESS PF1 TO PRINT	

MULTIPLE PI CHANGE PERIODS CROSSED - CALCULATIONS ARE SUSPECT

Case 09-18736-mkn Doc 20 Entered 07/28/09 16:41:10 Page 15 of 49
 REIN 6800014174 REINSTATEMENTS QUOTED CH07 07/16/09 15:38:34
 R OSORIO MAN B INV 050/001/6800014174 TYPE CONV. RES, ARM FC 0
 DUE 09-01-08 CURRENT: P&I 782.68 ESC. 223.03 INT. 4.37500

----- MOST RECENT QUOTE -----		PRIOR QUOTE -----		DATA AMOUNTS-----	
DATE OF QUOTE	07-17-09			TAX ADV	578.67
REINSTATE ON	07-17-09			HAZ ADV	
NEXT DUE DATE WILL BE	08-01-09			MIP	
PAYMENTS DUE	11			F/C EXP.	
TOTAL PAYMENT AMOUNT	11,013.51			TOTAL	578.67
CLOSING INT/DSI	.00			ATTY ADV	
ACCRUED LT CHG (I)	195.65 ()			MSP SUSP	.00
LT CHG FORECASTED (I)	.00 ()			TRUSTEE	.00
BAD CHECK (I)	.00 ()			DEBTOR	.00
RESTRICTED ESCROW (I)	.00 ()				
NET OTHER FEES (I)	100.00 ()				
				MTGR RC	586.00
SUSPENSE (I)	.00 ()			ADV BAL	2,344.46
				INV ADV	
MTGR REC CORP ADV (I)	586.00 ()				
** TOTAL DUE	11,895.16			TOTAL	2,344.46
PENDING P&I		ARM PENDING P&I	603.78	07-01-09	
PENDING ESC. 239.23	12-01-08	BUYDOWN PENDING			
MTGR RECOVERABLE CORPORATE ADVANCE					
ACTIVE BANKRUPTCY					

LAST UPDATED BY ZBM 07/17/09 15:38



20050512-0004461

Assessor's Parcel Number: 125-17-310-019
~~EX-125-17-310-019~~ 2182756
 Recording Requested By:
 R.N.B., INC., DBA CORNERSTONE
 MORTGAGE, A NEVADA CORPORATION

Fee: \$35.00
 N/C Fee: \$25.00

05/12/2005 14:41:36
 T200500000009

Requestor:
 FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane CAE
 Clark County Recorder Pgs: 22

And When Recorded Return To:

R.N.B., INC., DBA CORNERSTONE
 MORTGAGE, A NEVADA CORPORATION
 7942 W. SAHARA
 LAS VEGAS, NEVADA 89117
 Loan Number: 6800014174

17 (Space Above This Line For Recording Data)

DEED OF TRUST

MIN: 1000212-6800014174-3

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MAY 2, 2005, together with all Riders to this document.

(B) "Borrower" is RICHARD OSORIO AND VERONICA OSORIO, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is R.N.B., INC., DBA CORNERSTONE MORTGAGE

Lender is a NEVADA CORPORATION

organized

and existing under the laws of NEVADA

Lender's address is 7942 W. SAHARA, LAS VEGAS, NEVADA 89117

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY OF NEVADA
 180 CASSIA WAY #502, HENDERSON, NEVADA 89014

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated MAY 2, 2005

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this

Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums

for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair

is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with

the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall

cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

EXHIBIT 'A'

Parcel I:

Lot 19 in Block 1 of Astoria at Town Center - South, as shown by map thereof on file in Book 115 of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada and amended by Certificate of Amendment recorded May 19, 2004 of Official Records as Document No. 03225.

Parcel II:

An easement for ingress and egress over private streets and limited use common elements as shown and delineated on said map.

(0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.500 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

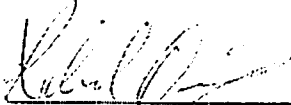
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee

to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


 _____ (Seal)
 RICHARD OSORIO -Borrower


 _____ (Seal)
 VERONICA OSORIO -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

ALLONGE

LOAN #: 6800014174

Borrower(s): RICHARD OSORIO, VERONICA OSORIO

Property Address: 7408 DELECTABLE COURT, LAS VEGAS, NEVADA 89149

Principal Balance: \$214,967.00

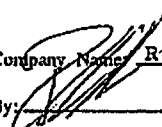
Loan Date: MAY 2, 2005

PAY TO THE ORDER OF

U.S. BANK N.A.

Without Recourse

Company Name R.N.B., INC., DBA CORNERSTONE MORTGAGE, A NEVADA CORPORATION

By:  President
(Name) (Title)
RICHARD N. BELL, PRESIDENT

GENESIS 2000, INC. * W17.0 * (600) 832-0604

Loan Number: 6800014174

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of MAY, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to R.N.B., INC., DBA CORNERSTONE MORTGAGE, A NEVADA CORPORATION, A NEVADA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7408 DELECTABLE COURT, LAS VEGAS, NEVADA 89149

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

ASTORIA AT TOWN CENTER-SOUTH

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


 _____ (Seal)
 RICHARD OSORIO -Borrower

VERONICA OSORIO (Seal)
-Borrower

-Borrower

-Borrower

____ (Seal)
-Borrower

-Borrower

PAY TO THE ORDER OF:
U.S. BANK N.A. WITHOUT RECOURSE

R.N.B., INC., DBA CORNERSTONE MORTGAGE, A NEVADA CORPORATION, A NEVADA CORPORATION

BY: RICHARD N. BELL, PRESIDENT

[Sign Original Only]

ITS: _____



6857 N Chieftain St

Las Vegas NV 89149

3 beds, 3.0 baths, 2,118 sq ft

Zestimate®: \$228,000

Get a free professional valuation

My Estimate:

Monthly Payment: \$ 1,014 edit

Current Rates

Bird's Eye View



See a

Home Info

Public Facts:

- Single family
- 3 beds
- 3.0 bath
- 2,118 sqft
- Lot 6,098 sqft
- Built in 2005

Neighborhood: Centennial Hills

Nearby Schools:

District:

Clark

Primary:

Darnell, Marshall ...

Middle:

Ralph Cadwallader ...

High:

Centennial High Scho ...

See more Centennial Hills local information

See more Centennial Hills schools

Charts & Data

Work with an agent from
Prudential Americana Group,
REALTORS to get a professional
estimate.

First Name*

Last Name*

See all charts & data

Email Address*

EXHIBIT

A

ZESTIMATE®: \$228,000
Value Range: \$161,880 -
\$241,680
30-day change: \$4,500
Zestimate updated: 07/24/2009

Last sale and tax info

Sold 10/22/2004:
\$293,338 *
2009 Property Tax:
\$2,588

* Transaction not included in
Zestimate. [More info](#)
: 34 - Car-Dependent

Phone Number*

()
ext.

I am*

Please Choose One 

Message (optional)

Or call (888) 321-0667



Street Map

6857 North Chieftain Street, Las Vegas, NV

Bird's eye view and larger map for 6857 N Chieftain St
[Edit map location for 6857 N Chieftain St](#)

Alternate Addresses

6857, n, no, north, chieftain, st, saint, sainte, ste, str, street, strt,
centennial hills, centennial hill s, centennial hill so, centennial hill south,
centennial hills, centennial hillso, centennial

** SECTION 362 INFORMATION SHEET **

Richard Osorio and Veronica Osorio
DEBTOR(S)

Chapter 7
Case No.: 09-18736-MKN

US Bank NA
MOVANT

PROPERTY INVOLVED IN THIS MOTION: 6857 N. Chieftain St., Las Vegas NV 89149

NOTICE SERVED ON: Debtor(s) ____x____; Debtor (s) Counsel ____x____; Trustee ____x____

DATE OF SERVICE: _____

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st US Bank NA (PB\$214,677.20)

Total Encumbrances: \$214,677.20

APPRAISAL or OPINION as to VALUE:
"Per attached valuation from www.zillow.com"
\$228,000.00

TERMS OF MOVANT'S CONTRACT
WITH THE DEBTOR

Amount of Note: \$
Interest Rate: 4.375
Duration: 30 Year
Payment Per Month: \$ 782.68
Date of Default: September 1, 2008
Amount of Arrearages: \$15,331.50
Date of Notice of Default: January 27, 2009
SPECIAL CIRCUMSTANCES: I, Gregory L. Wilde, hereby certify that an attempt has been made to confer with debtor(s) counsel, or with debtor(s) and that more than two (2) business days have expired, and that after sincere effort to do so, counsel has been unable to resolve this matter without court action.

SUBMITTED BY: _____

SIGNATURE: _____

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st _____

2nd _____

Total Encumbrances: \$ _____

APPRAISAL or OPINION as to VALUE:

OFFER OF "ADEQUATE
PROTECTION" FOR MOVANT:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____